

Exhibit 2

NATIONAL LABOR RELATIONS BOARD
NLRB CASE 12-CA-113350

In Re:

EULEN AMERICA, a/k/a AMERICAN
SALES AND MANAGEMENT
ORGANIZATION, LLC

Unsworn Declaration Pursuant To 28 U.S.C. § 1746 Of
Richard Layson In Support of Respondent's Position Statement

I, Richard Layson, make the following declaration pursuant to 28 U.S.C. §1746:

1. I am over the age of eighteen, and I have knowledge of the matters contained herein.

BACKGROUND

2. I am presently employed by American Sales and Management Organization, LLC, also known as Eulen America ("Eulen") as Director of Aviation. I have been employed by Eulen since October 15, 2012, and at all times relevant herein I was the station manager assigned to Fort Lauderdale International Airport ("FLL") and Palm Beach International Airport ("PBI"). I have managerial oversight responsibilities for operations at FLL and PBI. Prior to my association with Eulen America, I worked for Menzies Aviation, where I served in the following capacities: -Station Manager at FLL (2010-2012)-4 Health, Safety and Training Manager at San Jose International Airport (2006-2010); and Baggage Manager at Sea-Tac Airport (2005-2006).

3. At FLL, for all times relevant herein Eulen employed approximately 115 non-managerial employees to services for the following airlines: Delta Airlines ("Delta"), Spirit Airlines ("Spirit"), American Airlines ("American"); Volaris ("Volaris"); Bahama Air ("Bahama Air"); Jet Blue Airways ("Jet Blue"), and US Airways ("US Airways") (collectively "the Carriers" or "the airlines"). Eulen continues to provide services to the Carriers at FLL (and at other airports) pursuant to contracts with those Carriers.

4. Eulen sometimes provides services to other carriers pursuant to an arrangement with one of the Carriers with whom it contracts. For example, Eulen has a contract with Delta under which Eulen provides checkpoint services in Terminal 2 of FLL to both Delta and Air Canada. In addition, Eulen has a contract with American under which Eulen provides checkpoint services in Terminal 3 (E concourse) of FLL to American, US Airways, and WestJet. Finally, Eulen has a contract with JetBlue under which Eulen provides checkpoint services in Terminal 3 (F concourse) of FLL to both JetBlue and Spirit. Under another such arrangement, Eulen provides security search and cabin service to Condor Airlines under a contract with Delta.

5. Eulen performs the following services at FLL for the Carriers:

- a. Cabin service: Eulen's cabin service employees are responsible for cleaning the interior passenger and crew areas of the Carriers' aircrafts, and cleaning the lavatories. Usually they perform a shorter clean each time an aircraft lands before it departs for its next flight (usually called

a "turn") and a longer clean when a plane sits at FLL overnight (usually called a "remain overnight cleaning" or "RON").

b. Security sweeps: This is usually part of the cabin service function. Eulen employees performing this function are responsible for searching the Carriers' aircrafts for weapons, explosives, and other contraband when it is at FLL overnight. This is a function required of the airlines by TSA, and aircraft flights may not take off until the sweep has been performed.

c. Checkpoint service: Eulen's checkpoint employees are responsible for (a) ensuring that only properly ticketed passengers or properly credentialed airline, government or contractor employees with valid identification are permitted into secured areas of the airport; (b) policing the security line to ensure that oversized baggage pets and other items are properly paid for; and (c) ensuring passengers' compliance with airlines' carry-on baggage regulations.

d. Passenger Assistance: Eulen's passenger assistance employees ("PSRs") are responsible for greeting and otherwise assisting and directing passengers, e.g. (a) directing passengers to the appropriate (b) ensuring that priority service lines run smoothly and that only priority passengers are in those lines; (c) directing and assisting passengers in utilizing the kiosks when they do not require assistance from a ticket agent or to manage the flow of ticketing lines; and (d) expediting passengers whose flights are departing.

e. International Security: Eulen's international security employees are responsible for (a) identifying and preventing theft of and trafficking with baggage once the baggage is screened by TSA, (b) performing searches of other airlines' employees before they enter the aircraft, (c) ensuring that baggage and corresponding passengers fly together and, where a checked-in passenger fails to board the aircraft, removing the passengers bags from the aircraft.

f. Janitorial: Eulen's terminal cleaning employees are responsible for janitorial services including removing trash from and cleaning Carrier controlled areas of the airport.

6. Eulen's FLL operations are heavily focused on cabin service, including cleaning and security sweeps. Roughly two thirds of its manpower hours are spent on these functions. Eulen performs all of Delta's cabin cleaning and security sweeps at FLL and all of Spirit's cabin cleaning.

MARIA VELAZQUEZ

7. Maria Velazquez ("Velazquez") voluntarily resigned in June 2014, was at one time a Passenger Assistance Representative assisting American passengers, but at the request of the customer had been reassigned to a checkpoint agent position.

8. Maria Velasquez was a PSR deployed to assist American passengers. Gayle DeFrancisco, American's FLL General Manager had on occasion communicated her displeasure with Eulen's PSR function. DeFrancisco expressed to me her unhappiness with the manner in which PSRs greeted, queued, and directed American passengers. DeFrancisco identified Velasquez as being a customer service problem. I promptly reassigned Velasquez to a different position (checkpoint agent/ticket checker).

9. Velasquez's rate of pay was determined by the reimbursement rate reflected in the underlying contract with American Airlines. The position to which Velasquez was reassigned paid 50 cents per hour

less than her former PSR position. Velasquez complained about her reassignment directly to DeFrancisco (an American manager).

10. Initially, Velasquez was not replaced. Instead, her PSR position was absorbed by the three remaining PSRs whose schedules were expanded.

Shortly (thereafter, DeFrancisco indicated that she wanted the other PSRs to be reassigned as well because the previously identified problems had continued. None of Eulen's existing employees were deemed acceptable to DeFrancisco, so Eulen had to hire new employees to service the account. Over a period of several weeks, all four PSRs (Velasquez plus three others) were reassigned to new positions and Eulen had to hire new PSRs solely at the direction of American managers.

MARC GATTEREAU

11. Marco Gattereau ("Gattereau"), was a cabin cleaner assigned to provide cabin service to Delta.

12. On Thursday, August 8, 2013 I received a telephone call from Mauricio Salmeron, one of my leads on duty. He said that he was walking by the Delta ticket counter on his way to his work area when he saw a group including Eulen staff at the counter causing a disturbance. He told me that he had broken up the group and sent the Eulen employees back to work. The reason he was calling me was he wanted me to know that a male Eulen cabin cleaner told him to F*** off multiple times while they were at the Delta counter in front of passengers and other employees. He did not know the employee's name.

13. I called the shift manager, explained what I had been told and asked who were the cabin cleaners on duty. The shift manager said only himself and Marc Gattereau. I told him that there had been some sort of confrontation where Marc the cabin cleaner, tried to pick a fight with a lead and used some pretty harsh profanities. I instructed the manager to take his badge, send him home, and have him meet with me tomorrow so this incident could be investigated. I learned later this had not occurred because Marc told the shift manager nothing like that had happened.

14. When I met with Mauricio the next day, he explained in more detail what occurred. While he was walking to his work area he saw a group of Eulen and Bags employees grouped at the ticket counter. He realized that they should not have been at the counter at this time and seemed to be disrupting the passengers checking in at the counter. To avoid a complaint from our customer (Delta) he went over to send the Eulen employees back to their work areas. As he walked up he noticed a Eulen checkpoint agent in an argument with a Bags employee. He asked what was going on and Marc demanded to know who the F*** are you, Mauricio replied "I am a lead and you all need to go back to work as this looks extremely unprofessional and is disruptive. You all can go downstairs if you all need to talk about something in your work area but this need not happen at the ticket counter." Marc then told him F*** off. Mauricio replied I will be contacting your manager and you all need to go back to work. Marc replied F*** you twice and F*** off. Mauricio again said you will not speak this way and I will be calling Richard now and Marc replied again F*** you three times and get the F*** out of here.

15. When Marc came into work I met with him and asked him what had happened the day before. He said he didn't know what I was talking about. I asked him was there anything that happened the day before. He said no. I asked there wasn't any argument that occurred that he wanted to report to me. He said no. I asked so what happened at the ticket counter. He said oh that, I saw that while walking by one of our checkpoint agents seemed to be about to get into an argument and went to go back

him up. I said okay so what happened with you and when the lead walked up. He said nothing, he came there to see what was going on. I asked if he used any sort of profanities while talking to Mauricio. He seemed shocked and said no I didn't say anything to him. I asked again you did not use any swear words while talking to Mauricio. He replied again no "I didn't say anything". I asked again did you use the F word at all and tell him to F you twice or F off three times? He again said no that's not the case "I don't swear or use words like this."

16. I then asked him why was he at the ticket counter and not at work. He said his sister was flying in from Boston. I asked on Delta? He said yes. I asked him was it a non-stop from Boston or from Atlanta and he said a non-stop. I said your sister was flying in on a non-stop from Boston? He said yes. I said to him there are no Boston flights on Delta. He said really? I said Marc you're not lying to me about this whole situation are you? He said he wasn't. I said to him I do not allow dishonesty and expect our team members to be truthful. He said he was being 100% truthful. I said okay I am going to go talk to the other individual. I told him I would be getting back to him and sent him back to work.

17. I then went to the checkpoint to meet with Leonel to get his side of the story. I asked him about the previous evening. He told me that he was walking back to his checkpoint area after his break and saw the union rep that he gave his card to at the Delta ticket counter with Bags employees. He said that he walked up to him and asked him to give him back the card he signed. The guy he said wasn't too receptive to that and they got into an argument. He wasn't specific as to what was said. I asked at what point did Mauricio show up. Leonel said that he must have seen and heard the commotion and just came over and told everyone to break it up and get back to work. I asked did he know what was going on. He said I don't think so because he just came over and said this doesn't look professional and that we need to go back to work or take this discussion downstairs in our area. He said that Marc started swearing at Mauricio. He said multiple times Marc used the F word and said to F off twice.

18. I went back to the cabin cleaning area and pulled Marc back into the office. I asked Marc again did you use any sort of profanity with Mauricio or Leonel. He asked who was Leonel. I said the checkpoint agent. He said well I might have used the H word. I asked how and in what context. He said he asked Mauricio who the H was he. I said you didn't use any other language at all. He said no. I said I think you are lying to me. He replied he wasn't. I said I think you are. I have two stories that check out both of whom say you used the F word at Mauricio. You were shouting, yelling and using harsh profanities not just to fellow employees but also at a ticket counter in front of Delta employees and Delta customers. I told him I was suspending him pending an investigation by HR.

19. I asked him for his badge which is required protocol at the airport. Any change in employment status requires the surrender of the badge. Marc then began to raise his voice at me and said you can't fire me or take my badge I won't give it to you. I told him "Marc I am not firing you I don't have that authority to do so I am suspending you pending HR investigation". He practically shouted "I won't give you my badge" and even tried to push by me to leave the office!

20. I told him if he left without giving me the badge I would have to call BSO to retrieve it from him. This escalated his voice even louder and then he began to use the profanities he said he never used. He then told me he would only give the badge to BSO and not to me. I said okay and called BSO and asked they respond to our office as an employee who was being suspended refused to turn in his badge to me but would give it to a BSO officer.

21. I then asked Marc to sit and wait trying to calm the situation as he was appearing to get more agitated and I was concerned he would become violent with the shouting and cursing. He sat down however, and then looked at me and said you are doing this because you are a racist! I said excuse me? He said you are pulling my badge because you are a racist. I replied back to him firmly I am in no way or form a racist and in fact I would love for you to see my wedding photo as one of my groomsmen and best friends is a black man. He responded back well I didn't know that and seemed to stop this threat. He then started trying to make other accusations and I said to him Marc I am not going to fight with you; I haven't even raised my voice while you continue to shout and curse. I am going to sit here till BSO responds and not speak anymore because you are trying to misconstrue what I am saying. He then said "You are firing me because I am part of the union. I again looked at him surprised, and told him that was not so.

22. The BSO officer identified himself as Deputy Torres and subsequently a case number issued for this situation because it escalated again this time with Marc and the BSO officer. The Case Number is 031308000730. When the officer arrived I simply told him that this employee was being suspended and refused to turn his badge into me but said he would give it to a BSO officer. The officer looked at him and said okay please give me the badge. Marc responded NO!! you need to hear my story first. The officer said sir I don't need to hear anything. Is this your manager? Marc said "yes." Then you need to give him the badge. Marc said but he is firing me. The officer looked at me and said are you terminating this employee and I responded no I don't have that authority to do so and am only suspending him. The officer again said he is suspending you now give him the badge. Marc now again began to raise his voice and stood up saying no I won't, you need to listen to me this is wrong, you have to hear my story. Now the officer was firm and said sir you and your company will work out that situation, turn in your badge to your manager. Again Marc shouted NO!! I won't and you need to listen. While Marc said that his finger was pointed out shaking it at the officer and took a step towards him. As our office is extremely small this put him right in front of the officer's face. I was standing in the middle of the two of them. The officer now got right in his face and said "If you don't give this badge back to your manager and if you say one more word I will be putting you in handcuffs and charging you with refusal to follow orders from a police officer."

23. Marc and him just stood there for what seemed like several seconds, again the officer said with a much softer voice "hand the badge to your supervisor." Marc instead handed it to the BSO officer who took it and handed it to me. Just then a second BSO officer arrived and the one officer told Marc we will be escorting you out. Marc said he had items in his locker to get.

CARRIER CONTROL OVER EULEN

24. The on-time departure of Carrier flights can be dependent on Eulen's timely performance of cabin service functions, and Eulen-caused flight delays can have ripple effects throughout the Carriers' systems.

25. Many airline functions performed by Eulen are subject to strict DOT, TSA and other regulations, and the airlines are held responsible when the services performed by Eulen fail to do-not-comply with these regulations. Carriers' flights may not depart unless TSA-required security sweeps have been performed. For example, the airline will be cited and may potentially pay a penalty if (a) a check point agent fails to challenge a TSA officer who is not displaying a proper badge; (b) a cabin service employee fails to discover fake weapons or contraband planted on the aircraft; or (c) a cabin service employee fails to properly complete the security search forms.

26. Initial staffing levels are often set during the bid process and must have Carrier approval.
27. The Carriers' flight schedules and corresponding arrivals and departures determine the scheduling and staffing of Eulen employees with respect to cabin service, checkpoint, passenger service representative ("PSR"), and international security functions. Eulen has no control over flight schedules and, hence, the location and time at which its employees are deployed to service the airline customers depends largely on beyond its control.
28. For cabin service specifically, the Carriers determine both the turn-around time and the type of aircraft, and the number of employees necessary for each turn-around will differ depending on the type of aircraft.
29. Delta requires that at least one certified lavatory servicing agent be present 24 hours per day, 7 days per week, 365 per year.
30. Spirit requires either two or three Eulen employees per aircraft for cabin cleaning, depending on the type of aircraft. Spirit requires a total staffing level of nine (9) Eulen employees in order to service the entire volume of Spirit's flights at FLL. Jet Blue originally required Eulen to post one Eulen employee at Jet Blue's checkpoints, but now requires two employees staff the position. For Condor cabin service (administered by its partner, Delta), thirteen Eulen cabin service employees are required to board the aircraft to provide cabin cleaning. Delta managers often stand on the jet bridge and count the number of Eulen-employed cabin cleaners entering the aircraft.
31. Eulen may not change staffing levels without notifying the Carriers, but the Carriers often request staffing changes, and Eulen must accommodate these requests. Spirit occasionally requests that staffing levels for cabin service increase when the volume of flights necessitates it. In that case, Eulen increases the staffing level as requested.
32. Recently, Jet Blue requested that the staffing level at Jet Blue check points increase from one person to two persons, and I increased the staffing level accordingly.
33. Other Carriers have also— either temporarily or indefinitely — required Eulen to add additional employees to their checkpoints as the Carrier sees fit where passenger volume and or other exigencies and irregularities in daily operations require such an adjustment.
34. Through frequent performance audits Delta controls staffing by requesting additional staffing or changes to staffing if they are concerned about certain audit results.
35. Carriers also can (and do) require Eulen employees to work past the end of their shifts or during different shifts if there are flight delays or additional needs arise.
36. Carrier approval is required for any overtime.
37. For some services (for example, PSRs), the contracts specify compensation for Eulen at a per capita hourly rate that directly determines the employees rates of pay. If the carrier approves the overtime, Eulen is reimbursed at a premium per capita rate which, in directly determines the employees' rate of overtime pay.

38. Delta and Spirit require compliance with comprehensive service manuals that dictate every detail of the cabin service function.

39. Eulen managers must attend regular meetings with Spirit representatives every morning and afternoon.

40. Impromptu meetings between Delta's FLL manager and myself took place at least once a day.

41. Both Delta and Spirit operations managers meet with Eulen cabin service supervisors several times throughout the day.

42. Eulen representatives must attend monthly safety meetings with representatives from US Airways, American and Delta.

43. The email and text messaging traffic between the airline and Eulen is constant.

44. At meetings and in electronic communications, Eulen and the Carriers discuss safety, passenger service, performance deficiencies, and other service delivery-related issues. Carrier representatives often request changes to the way Eulen is performing its services, and we alter our service delivery accordingly.

45. Delta audits RON cleanings five days per week. Delta audits "turn" cleanings approximately twice per month. Delta also conducts other unscheduled and unannounced audits. Delta scores Eulen on its compliance with standards during these audits and the results are reviewed by the Carrier and Eulen managers. Eulen will make any necessary adjustments based on the results of the audit and post-audit discussions among Carrier and Eulen managers. After an audit, Delta sometimes requests to see a list of Eulen employees who were performing cabin service for Delta during the audit period and may request changes to personnel or staffing levels based on the audit results.

46. Delta has also recently begun soliciting instituted a passenger evaluation of the cabin cleaning function. Passengers evaluate and report to Delta the cleanliness of the aircraft according to a variety of factors, and Delta, in turn, provides to Eulen by email a weekly report relating the results of the passenger evaluations. Delta sometimes requests changes in service delivery based on passenger evaluations and Eulen implements those changes.

47. Spirit also frequently audits "turn" cleaning and RON cleaning. Audits are conducted randomly, sometimes with advanced notice, sometimes not less than quarterly.

48. The Carriers evaluate PSR performance based on customer feedback, which ordinarily is provided to the airlines. The same is true for international security. When the Carriers request changes based on these evaluations, Eulen implements those changes.

49. As part its evaluation of Eulen's performance of the security sweep function, Delta employees plant fake contraband (i.e., replicas of or placards depicting weapons or explosives), which Eulen employees are expected to find while performing their cleaning assignments. Every "plant" of fake contraband should have a corresponding "find" by a Eulen employee. "Finds" of fake contraband by Eulen

cabin service employees are reported directly to Delta managers who compare plants and finds. Delta reported to Eulen cabin service supervisors for follow up and corrective action and can result in significant fines levied by the airline against Eulen. Discrepancies are deemed a serious breach of contractor responsibilities and receive the highest attention of the airline.

50. TSA has a separate weapon plant/find control function that operates in a similar fashion. Eulen's failure in the TSA program can result in significant fines to the Carrier and raise security concerns for that Carrier with TSA.

51. Eulen runs the majority of its FLL operations out of office space provided in Terminal 2 in space provided by Delta free of charge. This office space serves as Eulen's FLL administrative office.

52. Delta also provides an employee break room, lockers, and a clock-in/clock-out area for use by Eulen employees. These same facilities are used by Delta employees.

53. Delta provides the warehouse where all cabin service equipment and supplies are kept. Eulen does not provide Delta any compensation for these premises.

54. Spirit also provides a storeroom for cabin service supplies and equipment at no charge to Eulen. Eulen does rent space in Terminal where Eulen employees working on the Spirit contract can clock in and out and which serves as a break room.

55. All of the cabin service supplies and equipment Eulen uses in servicing Delta's aircraft are paid for and owned by Delta except for backpack vacuums. To order needed supplies, Eulen must go through Delta employees, who place the orders and Delta pay for the supplies.

56. Delta also provides baggage tug, an international garbage cart, and two regular domestic garbage carts for use in cabin service operations.

57. Spirit provides most of the cabin service supplies to Eulen employees use in servicing Spirit's aircraft, except that Eulen provides a disinfectant specifically designated by Spirit and also provides vacuums. All supplies and equipment used in connection with Spirit cabin service are stored in the warehouse paid for by Spirit.

58. The carriers provide the kiosks and stands used by checkpoint and passenger service employees. The wands and other equipment used by the employees performing the international security function are also provided by the Carriers.

59. All of the Carriers require Eulen to keep training records, and the Carriers may review these records at any time.

60. The training records for Eulen employees assigned to Delta cabin service are maintained by Delta on its information system, and Delta owns the records. Eulen employees provide input as to how the records should be modified as training is completed.

61. Any other records requested by Delta or any other airline are provided on request without exception whether the contracts require or not the contract requires Eulen to make these records available to the carrier.

62. Carriers retain the right to approve all Eulen-employed personnel who provide services to them. Sometimes this right is specified in the contract. Whether in the contract or not, the Carriers have this right and exercise it.

63. When Eulen is awarded a new contract, the new airline partner often directs that certain employees of the predecessor be retained and others not be retained. During a recent procurement process for new contracts to provide additional services for an airline operating at FLL, the carrier's general manager informed me that the carrier wanted to choose which of the predecessor service provider's employees Eulen would hire. I responded that I knew the rules and that Eulen would agree to hire the employees identified by the airline. The contract has not yet been awarded.

64. Delta requires special credentialing for any employees who are going to provide cabin service their aircraft. Delta performs a background check on all employees who service their aircraft and must approve each employee before the employee is permitted access to Delta aircraft.

65. TSA and Carriers require Eulen employees to undergo background checks, and, for employees in safety sensitive positions, they must pass drug tests.

66. Carriers can and do communicate their dissatisfaction with Eulen employees' performance, including misconduct and poor performance. As a result of such communications from the Carriers, Eulen will immediately remove the employee from the Carriers' service if requested and take additional action when warranted.

67. Carrier complaints have resulted in discipline and termination of Eulen employees.

68. Carriers have reported employee concerns to me and requested that I provide either written or verbal counseling to the employee at issue. I have complied.

69. Eulen usually communicates back to the Carrier regarding any action taken.

70. When a Eulen employee failed to find contraband planted by a Delta employee, Delta reported the failure to me. I spoke with the Delta manager and we agreed that the employee had to undergo retraining. The same employee again failed to find planted contraband and removed him from the account which, based on my experience, is what Delta would have demanded had I not acted first.

71. All of the Carriers have the right to have a Eulen employee removed from service on its contract. Carriers regularly exercise this right, and Eulen automatically complies with the Carriers' wishes without first conducting an investigation.

72. In October 2013, a Spirit representative observed a employee taking currency off an aircraft, and the Spirit Senior Manager directed me to remove the employee from the Spirit account.

73. Delta and Spirit managers have verbally directed to me that Eulen employees be removed from their cabin service staff, and Eulen promptly implemented the requested staffing change.

74. Carriers may also ask to have certain employees transferred *onto* their service. On January 18, 2014, a Eulen employee who was not assigned to Delta's service filled in to staff a Delta

checkpoint. Delta was pleased with that employee's performance, and Delta Manager John Higgins directed that I thereafter assign the employee to Delta's checkpoint location. I did as Mr. Higgins directed.

75. The Carriers also occasionally recognize Eulen employees for good performance. In September 2013, Eulen's employees were scored highly after an audit conducted by Delta. At the Delta General Manager's direction, Delta provided Eulen employees with pizza, salad and cake on each of three shifts in recognition of Eulen employee's work performance.

76. Carriers frequently directly supervise Eulen employees during the performance of their duties.

77. Carrier managers and supervisors work in close proximity to Eulen's checkpoint agents and PSRs frequently provide direct instruction and feedback to the Eulen employees instead of requesting changes through Eulen supervisors. For example, Carrier representatives frequently tell checkpoint agents and PSRs to reposition move to different locations.

78. On a recent occasion, a Carrier representative who was unhappy with a Eulen employee's performance reproved that employee directly rather than go through Eulen.

79. If Eulen passenger service and checkpoint employees have questions about how to direct passengers, they seek assistance and direction directly from Carrier representatives rather than from Eulen supervisors.

80. Carrier representatives also frequently direct cabin service employees in the performance of their job duties. For example, Carrier representatives often tell Eulen employees to reposition to another location or exit the aircraft. Delta stations ramp managers at the jet bridge to the aircraft. These managers inspect the work as it is being performed and, where necessary, direct that deficient cleaning be re-performed. Carrier flight crew members also sometimes ask Eulen employees to go back over areas they have already cleaned.

81. The nature of Eulen's international security work requires close coordination and proximity between Eulen employees and Carrier supervisors and managers. These carrier supervisors and managers provide direct supervision to Eulen employees. By way of example on January 28, 2014, a Tiara manager told me to remove from service a Eulen supervisor who worked with the international security operation for that carrier. Tiara appointed its own manager to supervise Eulen international security employees.

82. The training provided to Eulen employees depends completely on the Carriers.

83. Jorge Santana is Eulen's FLL training supervisor. At the time, Delta required him to be trained by Delta under a "train the trainer" program at Delta's facilities in Atlanta, and he continues to receive supplemental training by Delta.

84. Delta provides its own computer-based training which Delta administers through its own computers in its own classroom at FLL. Eulen employees cannot service Delta aircraft or use Delta equipment without first completing the training. Delta provides the computers and the training materials. Delta assigns a special number ("PPR number") to each Eulen employee who provides cabin cleaning or lavatory service on Delta aircraft. The PPR number is used by Delta to track Eulen employees to ensure that they are properly credentialed and have undergone up-to-date training. These Eulen cabin service employees

use the PPR number to log onto Delta's information system and for any employee-specific instruction or authorization.

85. The majority of Eulen's employees stationed at FLL have undergone Delta's training and have been assigned a PPR number, including many individuals who do not regularly service Delta Aircraft. Delta's training goes beyond training required by regulation and is tailored to meet Delta's specific needs.

86. Both Delta and Spirit require that any employees servicing their aircraft be properly trained in the contents of their cleaning manuals (discussed in detail above). The requirements in these manuals are highly detailed and carrier-specific and go far beyond requirements imposed by regulation.

87. American and US Airways require all Eulen-employed PSRs and supervisors assigned to those accounts to attend specific customer service training provided by American in connection with the American Airlines/US Airways merger. The purpose of the training was to integrate the two airlines' methods for delivering passenger assistance services.

88. PSRs working on the American contract wear American's logo and insignia.

89. All Carriers require appropriate appearance standards of Eulen employees.

90. I am familiar with Eulen's contracts with carriers for services provided at FLL. The following, contract provisions are taken from the carrier contracts presently in force as indicated:

American Airlines:

a. Master Service Agreement (MSA), 11 2(d): Contractor shall, and shall cause its subcontractors to, grant American unrestricted access to any facilities used by Contractor to permit American to monitor performance of any of the Supplier Services in progress.

b. MSA ¶3(c) Payments by American for any of the Supplier Services herein specified shall apply only to satisfactory performance of such Supplier Service in strict accordance with the Specifications. To the extent that Supplier's performance fails to meet the Specifications, American shall have the right and option to charge, as liquidated damages and not as a penalty, either (i) the liquidated damages for non-performance of such Supplier Service as set forth in Attachment 3 to the applicable Exhibit A or (ii) an amount equal to the greater of (x) American's reasonable estimate of the charges for such unsatisfactory portion of such Supplier Service multiplied by 110%, or (y) a total of \$50.00.

c. MSA ¶3(c): Unless otherwise provided in the applicable Exhibit A, no additional charges shall be paid by American for overtime labor expenses, except and only to the extent Supplier incurs additional labor charges in accordance with a direct request by American with less than twenty-four hours oral or written notice for services not specifically provided for in the applicable Exhibit A. Supplier covenants and agrees that it shall use its best efforts to cover all such requests with regular hours without the incurrence of overtime labor expenses.

d. American Airlines. Annex B ("AAAB"), ¶2 (d): All Supplier personnel must wear ID badges supplied by American or the airport operator.

e. AAAB. ¶2(e): American shall have the right and option at an time and from time to time to interview and approve Station management and other employees of Supplier.

f. AAAB, ¶2(f): Supplier shall provide all uniforms, administrative office space, airport parking dosimeters (if required) transportation or other fees and expenses that may be required for Supplier's employees or performance of any of the Supplier Services.

g. AAAB. ¶2(g): Supplier shall ensure that personnel maintain appearance standards that shall give the general public the best impression of American and air transport.

h. AAAB, ¶2(11): Upon the written or oral request of the American general manager, Supplier shall remove any of its employees from the provision of any of the Supplier Services who in the opinion of such American general manager has engaged in any improper conduct or are not adequately qualified to perform the specific Supplier Service to the satisfaction of such general manager.

i. AAAB, ¶3(e): If American reasonably determines the training level of one or more of Supplier's employees does not comply with the Specifications then Supplier shall institute such additional training at its own cost and expense as American deems necessary to bring such employees to the level of training required in order to provide the relevant Supplier Services in accordance with the applicable Specifications.

j. American Airlines Exh. A for Passenger Services at MI, ("AAAPS"), ¶3(b): Overtime is billable only when such man-hours are requested by American with less than 24 hours' notice and when overtime is actually incurred by Supplier or as otherwise specified herein; however, Supplier will make its best efforts to cover all such requests with regular hours.

k. AAAPS, ¶ 6: Employee Approval: American reserves the right to interview and approve station management and other employees of Supplier.

l. AAAPS, ¶7: Conduct of Supplier Employees: ... Supplier further agrees that, upon request of the designated representative of American, Supplier will remove from service hereunder any of its employees who in the opinion of American are guilty of any improper conduct or are not qualified to perform the Services.

m. AAAPS, ¶13 Training: ... In addition, American may, at its discretion, monitor or test Supplier's employees Entitling levels. If American determines that the training level of one or more of Supplier's employees is insufficient, then Supplier will institute such additional training at its own expense as may be necessary to bring

Supplier's employees to the level of training required in order to provide the Services in accordance with the Specifications.

n. AAAPS, ¶15(c) Supplier agrees to maintain all necessary records and information pertaining to the Service and al perform a monthly review of such records and information and will maintain a copy of the review in its own file and furnish a copy of same to American. Furthermore, Supplier agrees that American shall have reasonable access to Supplier's records and information relating to the Service and to cooperate with American (and representatives of the F AA/TSA, if applicable) in periodic audits or inspections that may be conducted relating t work required under this agreement.

o. AAAPS, ¶15(h): At its option, American reserves the right to inspect work-in-progress and final product.

p. AAAPS, ¶15(i): Supplier shall notify American nor to an staffing changes.

q. AAAPS, ¶15(n) From time to time Supplier may be requested to fulfill special protects. It is expected that these requests be fulfilled by existing shift personnel at no additional fee to American.

r. AAAPS ¶15(o) Supplier shall ensure that personnel maintain during the term hereof, appearance standards that shall give the general public the best impression of American and air transport.

s. Attachment I to AAAPS ("AAAPS-I"). ¶1: General description/ Supplier Responsibilities:

- i. (a) Supplier certifies that it has a Drug Testing Program in effect approved by the F AATTSA for those employees performing security functions that complies with all rules, regulations and standards as set forth by the F AA/TSA or any other governmental agency.
- ii. (b) Supplier agrees to maintain all necessary records and information pertaining to the service and to perform a monthly review of such records and information and wilt maintain a copy of the review in its own file and furnish a copy of same to American. Furthermore, Supplier agrees that American shall have reasonable access to Supplier's records and information relating to the Service and to cooperate with Airlines (and representatives of the FAA/TSA, if applicable) in periodic audits or inspections that may be conducted relating to work required under this agreement,
- iii. (g) Supplier will provide all uniforms, required training, any administrative office space needed, airport parking, dosimeters (if required), transportation or other fees/expenses for Supplier's employees or Supplier's operation.

iv. (h) Supplier shall ensure that personnel maintain during the term hereof, appearance standards that shall give the general public the best impression of American and air transport.

t. AAAPS-1, ¶2. Manpower Requirements:

(a) Manning will be based on the flight schedule. Manpower coverage is required daily, seven (7) days per week, 365 days per year (366 days if leap year), unless otherwise noted.... American reserves the right to modify coverage, either increase or decrease without penalty, provided sufficient and as notice between American and supplier is given.

(c) Overtime- When additional hours are specifically requested and authorized by American, over and above the hours in the monthly schedule. Contractor may bill American at the quoted overtime rate for the additional hours or portions thereof, provided the employees were paid at an overtime rate.

Although too detailed to excerpt here, Attachment 3 to AAAPS provides a matrix for assessing liquidated damages and penalties in the event that Eulen fails to comply with performance standards.

Spirit Airlines

u. Spirit Airlines incorporates the IOTA Standard Ground Handling Manual (2004). Excerpts from Annex B thereto are as follows:

v. ¶11.1 To the extent required by local airport requirements and/or allowable under a limbic law the Handling Company will conduct background checks for those employees who will be involved in providing the services to the Carrier as contained within this Annex B.

w. PARAGRAPH 15. AUDIT

i. ¶15.1. The Handling Company will at all times keep complete and accurate books, records and documents from which may be determined the basis for billing, compliance with all applicable statutes, regulations, orders, ordinances and security programs, and for compliance with this agreement. The Handling Company will maintain the foregoing records for not less than the lesser of (a) as required by law, and (b) three years from their creation. Such books, records, and documents will be open for inspection, examination, audit and copying by the Carrier or the Carrier's authorized representatives or auditors at all reasonable times during the term of this agreement and for three (3) years thereafter. The Handling Company will cooperate with those conducting the audit.

Delta

x. Master Service Agreement ("DMSA"). ¶2.3. The Services provided under this Agreement shall be of the first class, shall be performed in a timely and professional manner at all times and shall be performed in full compliance with Delta's standard practices, including but not limited to, Delta's Ground Operations Manual and Delta's Environmental Programs Manual, and/or the equivalent standard practices and manuals of the Designated Carriers, as applicable, as such practices and manuals may be in effect from time to time. All personnel utilized by Contractor shall be properly and professionally attired at Contractor's expense at all times while on duty performing the Services hereunder, with uniforms conforming to Delta's standards and requirements as contained in Delta's Ground Operations Manual and/or the equivalent standard practices and manuals of the Designated Carriers, as applicable, and approved in writing in advance by Delta. Uniforms shall include Contractor's logo in accordance with Delta's standards. Contractor's personnel will be expected to maintain an acceptable level of personal appearance while performing Services hereunder.

y. DMSA ¶5. RECORDS AND AUDIT. With respect to all invoices under this Agreement, Contractor shall keep full and detailed records and books of account on the basis of its currently established accounting methods in effect as of the effective date of this Agreement. Delta, or its nominee, shall at all times during regular business hours have the right to audit and have access to the books of account, receipts and other records (including without limitation Contractor's subcontracts related to the Services, and, subject to the satisfaction of any nondisclosure covenants contained therein, contracts by which Contractor provides the same or similar services to other air carriers at the applicable Airports and labor agreements) pertaining to invoices and charges hereunder by Contractor. Delta shall also be afforded access to all Contractor's other records, books, correspondence, instructions, memoranda and similar data relating to this Agreement and any of the Services.

z. DMSA. ¶7. SECURITY CONSIDERATIONS. Contractor agrees that in the performance of this Agreement it is of paramount importance to maintain the security and safety of passengers the general public and all personnel employed at the Airport and to safeguard the security and integrity of all personal, public and corporate property. In this regard, Contractor agrees, in accordance with applicable laws, to take those actions necessary to accomplish this purpose, including but not limited to the actions outlined in this Section 7.

i. DMSA ¶7.1 Employment and Access Investigations.

ii. DMSA ¶7.1.1. Contractor warrants and agrees that it has performed and will continue to perform all employment and access investigations required by and in accordance with federal law and Delta's AOSSP and/or the AOSSPs of the Designated Carriers as applicable as approved by the Transportation Security Administration (the "TSA") as in effect from time to time including, without limitation, the requirements of 49 U.S.C. § 44936 and the TSA's regulations promulgated pursuant thereto at 49 C.F.R. Parts 1542 and 1544, with respect to all persons hired or utilized by Contractor to perform the Services. Such employment and access investigations may include without limitation employment histories and verifications, verifications of identity, and criminal history records checks as and to the extent required by federal law.

iii. DMSA, ¶7.2. Drug and Alcohol Testing Program. Contractor warrants and agrees that on or before the effective date of this Agreement and to the extent required by applicable laws, regulations and orders, it will establish and thereafter maintain a drug and alcohol testing program for those personnel, if so employed by Contractor, who perform safety-sensitive functions (as defined in 14 C.F.R. Part 121, Appendices I and J). Contractor agrees that such program, including without limitation the timing of placement of Contractor's personnel in safety-sensitive functions will comply with all requirements set forth by the Department of Transportation (the "DOT"), the FAA, and any other federal agency which promulgates applicable rules or regulations concerning such testing, including without limitation DOT's Procedures for Transportation Workplace Drug, and Alcohol Testing, Programs 49 C.F.R. Part 40 ("DOT's Drug and Alcohol Prevention Program"), and FAA's requirements set forth in 14 C.F.R. Part 121, Appendices I and J. To the extent permitted by law, if Contractor employs personnel who are not covered by DOT's Drug and Alcohol Prevention Program but who will have Special Security Authority, such personnel shall be subject to pre-employment drug testing by Contractor for the same substances and in accordance with the same procedures as required by the DOT's Drug and Alcohol Prevention Program.

iv. DMSA, ¶7.4 Employment Records; Return of Credentials

1. DMSA, ¶7.4.1 Contractor shall keep at each Airport and detailed records demonstrating its compliance with this Section 7 as to each employee employed at such Airport and shall maintain and preserve such records without additional compensation therefor for a period of three (3) years after termination or expiration of this Agreement. Delta shall have the right, but the duty, to conduct such audits of Contractor's employment records as it deems prudent to ensure Contractor's compliance with this Section 7.

aa. DMSA, ¶9. FACILITIES

i. DMSA, ¶9.1. If so designated in an Airport Annex. Delta shall provide Contractor with certain facilities at the Airport named in such Airport Annex (referred to in this Section 9 as the "Premises") solely for use by Contractor in the performance of this Agreement.

bb. Exhibit A to DMSA ("DMSA-A"), ¶4 Cabin Cleaning Specifications.

i. Contractor shall perform Cabin Cleaning Services as set forth in this Exhibit A and as described in greater detail in Delta's Ground Operations Manual or any replacement of or supplement thereto containing Delta's specifications for Cabin Cleaning Services and/or the equivalent manual of each Designated Carrier containing such Designated Carrier's specifications for Cabin Cleaning Services (the "GOM"). It is Contractor's responsibility to ensure that Contractor is performing the services in compliance with all applicable provisions of the GOM. As the GOM is updated revised or replaced from time to time and as Cabin Service Bulletins and teletypes are issued, these specifications shall be deemed to

automatically include such updates, revisions, teletypes, and bulletins. Copies of all such documents shall be provided to Contractor upon request.

ii. Delta's cabin service cleaning procedures and specifications are designed to ensure that all domestic aircraft receive the same level of cleaning. Strict adherence to the specifications and cleaning schedule is required.

iii. The major components of Delta's Cabin Cleaning Program are:

- **Passenger Active Flights (PAN)**
Cleaning of these Flights is organized in a manner that addresses the items that are the most important based on the priorities defined on agents' task cards, as applicable, in accordance with the Designated Carrier's GOM.
- **Remain Overnight Flights (RON)**
Each RON aircraft in the domestic system will receive a thorough cleaning every day of the week.
- **Deep Cleaning**
- **Lavatory and Potable Water Service**

iv. Contractor shall maintain appropriate inventory levels of supplies necessary to perform Cabin Cleaning Services from sources specified by Delta.

cc. DMSA-A 11 9. Security Services Specifications.

i. (a) Contractor shall furnish a sufficient number of uniformed trained and qualified employees including supervisory personnel to perform and supervise security services at designated locations at each Airport in accordance with all applicable laws, regulations, Security Directives issued by the TSA and Delta's AOSSP and the AOSSP of each Designated Carrier, providing seven (7) days per week coverage on all shifts as required by Delta.

ii. (b) Upon direction from Delta, Contractor shall perform designated security services for Designated Carriers.

iii. (c) If so indicated in the Airport Annex Contractor's security services shall include the following:

1. **Random Ramp Searches.** as required from time to time by the TSA including without limitation inspecting all contract service personnel and their personal property prior to allowing entry into the cabin of certain aircraft selected on a random basis in accordance with then-current TSA requirements. Prior to allowing entry into the cabin of the selected aircraft, Contractor shall clear service personnel and their personal property using the following procedures: Pat down or hand-held metal detector for an individual; physical inspection for property.

2. "Cabin Searches." as required from time to time by the TSA including without limitation conducting a thorough physical search of the empty interior of the aircraft for: (i) first flight segment of the day flights, (ii) arriving aircraft from an international point of origin, (iii) departing aircraft to an international destination, and (iv) specific aircraft designated by Delta. Personnel conducting the search must be familiar with the aircraft and must notify the appropriate authorities if they find suspicious items. If the aircraft Remains Over Night (RON), the search may be conducted any, time between the time the last flight arrives at the RON station and the time of the first flight of the day for that aircraft. Once any aircraft (including RON aircraft) is searched it must be attended until it is turned over to the flight crew or secured in accordance with TSA requirements. Delta's AOSSP and the AOSSP of each Designated Carrier.

dd. FLL Annex to DMSA ("DMSA-FLL"), ¶9. General Provisions Applicable to, other Charges.

i. a. Approval of Overtime Hours. Where an overtime hourly rate is specified, Delta shall have no obligation to pay for Contractor's overtime hours unless such hours have been expressly authorized by Delta's Management Representative ...[O]vertime in connection with Delta's irregular operations is to be worked only with the specific approval of the Delta Management Representative. Overtime compensation will not be paid by Delta without such approval. In addition, Delta reserves the right to require at any time by notice to Contractor, that Contractor obtain from Delta's Management Representative prior approval of all overtime worked by Contractor at the Airport that will be included in the Total Applicable Fees.

ee. FLL Annex to DMSA, Attachment I ("DMSA-FLL-I") Cabin Cleaning Performance Standards.

Standards for Cleaning Programs:

i. In accordance with Quality Assurance Audits referenced in the Cabin Cleaning Specifications set forth in Exhibit A to the Agreement, monthly invoices will be adjusted based on the aggregate score of cleaning audits received within a calendar month based on the table below:

Aggregate Monthly Score	Percent Adjustment of Monthly Invoice
Below 72%	-5%
72.0%-74.0%	-4%
74.0%-76.0%	-3%
76.0%-78.0%	-2%
78.0%-80.0%	-1%

Delta will make available to Contractor audit scores for a minimum of five percent (5%) of monthly flights

Delays:

If Contractor fails to meet the parameters established for primary delays (based on the percentage of scheduled flights serviced by Contractor), Contractor's unit charges will be adjusted for each delayed aircraft above the respective parameter in accordance with the schedule below:

Flights with Primary Delays due to Contractor (parameter)	Rate Adjustment Associate with Delay
1% of scheduled flights serviced by Contractor daily	-3% applied to unit charge
2% of scheduled flights serviced by Contractor daily	-6% applied to unit charge
3% of scheduled flights serviced by Contractor daily	-9% applied to unit charge
4% of scheduled flights serviced by Contractor daily	-12% applied to unit charge
5% of scheduled flights serviced by Contractor daily	-15% applied to unit charge
6% of scheduled flights serviced by Contractor daily	-18% applied to unit charge
7% of scheduled flights serviced by Contractor daily	-21% applied to unit charge
8% of scheduled flights serviced by Contractor daily	-24% applied to unit charge

Further declarant sayath not.

I declare under penalty of perjury that the foregoing is true and correct.

EXECUTED on this 12 day of ~~March~~ December


Richard Layson